IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

96 JUN 26 AM 4:19
RICHARD R. ROOKER, CLERK
D.C.

KRISTINE WILKINSON	)	
	)	
Plaintiff,	)	
	)	
vs.	)	**DOCKET NO: 96D-410**
	)	
JEFFREY ROBERT SMITH	)	
	)	
Defendant.	)	

BOOK 10124 PG 523

FINAL DECREE

The above styled cause came on to be heard on the 23rd day of April, 1996, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court for Davidson County, Tennessee, upon the Complaint for Absolute Divorce, based upon the grounds of Irreconcilable Differences only; Marital Dissolution Agreement having been filed after filing of the Complaint, from all of which this Court affirmatively finds that the said Marital Dissolution Agreement provides for the equitable settlement of property rights between the parties, and hereby approves said agreement.

It is further **ORDERED, ADJUDGED and DECREED** that the Plaintiff/Wife, Kristine Wilkinson, is hereby awarded an absolute divorce from the Defendant/Husband, Jeffrey Robert Smith, upon the grounds of Irreconcilable differences and each party shall be restored to all the rights and privileges of unmarried persons.

It is further **ORDERED, ADJUDGED and DECREED** by the Court that the Plaintiff/Wife, (Kristine Wilkinson) shall be awarded a judgment against the Defendant/Husband (Jeffrey Robert Smith) in the amount of $2,425.00 as a result of Wife being reimbursed for mortgage payments made on the below described real property during the course of the marriage. Said judgment shall be a lien against said real property, located at 204 Theodore Road, Nashville, TN 37214, Book 9112, page 722, Register's Office for Davidson County, Tennessee.

It is further **ORDERED, ADJUDGED and DECREED** that the Marital Dissolution Agreement executed by and between the parties be and is hereby approved by the Court and judgment rendered thereon in the form and substance as set forth hereinafter:

FILED

96 FEB 20 PM 3:43

RICHARD R. ROOKER, CLERK

MW3 D.C.

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

KRISTINE MARIE WILKINSON,
Plaintiff/Wife,

vs.

JEFFERY ROBERT SMITH,
Defendant/Husband.

Case No.: 96D-410

BOOK 10124 PG 524

MARITAL DISSOLUTION AGREEMENT

This Marital Dissolution Agreement is being entered into by and between Kristine Marie Wilkinson, hereinafter called "Wife", and Jeffery Robert Smith, hereinafter called "Husband", subject to the foregoing premises, terms and conditions:

WITNESSED

WHEREAS, the Parties have experienced marital difficulties in the past with the result that the Wife instituted divorce proceedings against the Husband on the 13th day of February, 1996, Civil Action No. 96D-410, in the Fourth Circuit Court of Davidson County, Tennessee, and;

WHEREAS, it is the decision of the Parties insofar as they are able without the concurrence of this Court to amicably settle their differences with respect to all property rights, support obligations, child support rights and to enter into a contract for the settlement of such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effective with respect to all their property and other matters of concern irrespective of whether a divorce is finally concluded between the parties.

NOW THEREFORE, for and in consideration of the foregoing premises and in consideration of the mutual covenances and agreements herein contained, the Parties agree as follows:

1. CUSTODY, CHILD SUPPORT AND VISITATION: there were no children born of this marriage.

2. REAL PROPERTY: there is no real property to be divided by this Marital Dissolution Agreement. Husband owned as his pre-marital real property the home located at 204 Theodore Road, Nashville, Tennessee 37214, more particularly described as follows:

Land in Davidson County, Tennessee, being Lot No. 37 on the Plan of Walnut Grove of record in Plat Book 2133, page 87, Register's Office, Davidson County, Tennessee.

Being the same property conveyed to William D. Hunter, unmarried, by deed from Richard Ripani and wife Christine Ripani of record in Book 7771, page 400, Register's Office for Davidson County, Tennessee.

Being the same property conveyed by William D. Hunter to Jeffery R. Smith by deed of record in Book 9112, page 722, Register's Office for Davidson County, Tennessee. BOOK 10124 PG 525

This is improved property known as 204 Theodore Road, Nashville, Tennessee 37214.

The Wife shall be divested of her interest, if any, in the abovedescribed real property and her interest, if any, shall be reinvested in the name of the Husband only, to wit: Jeffery R. Smith, to be his absolutely, in fee simple.

In consideration of the abovestated, the Wife shall be awarded a judgment against the Husband in the amount of $2,425.00. as a result of wife being reimbursed for mortgage payments made on said real property during the course of the marri

Said judgment shall be a lien against the described real property payable upon the sale of said real property.

3. VEHICLES: The 1990 Honda Civic vehicle driven by the Husband and the 1987 Nissan Stanza vehicle driven by the Wife, which are already titled in their respective name shall be and remain their separate property, and both Parties agree that they shall be solely responsible for any debts and encumbrances secured by their respective vehicles.

4. HOUSEHOLD FURNITURE, FURNISHING AND PERSONAL PROPERTY: the Parties separated on October 4, 1995, at which time they made an equitable division of all household furniture, furnishings and personal property. Each party acknowledges and ratifies this division as being equitable. Thus, any and all household furniture, furnishings or personal property in the possession of either party as of the entry of the Final Decree of Divorce shall remain the sole and separate household furniture, furnishings or personal property of the party possessing it free and clear of any claims from the other spouse.

5. DEBTS: The Parties acknowledge that there are no joint marital debts. Thus, any indebtedness incurred by either party subsequent to the date of separation, shall be the sole and

individual responsibility of the party incurring that debt and that party shall idemnify and hold the other party harmless from the payment of same.

6. TAX AND TAX EXEMPT STATUS: this Marital Dissolution Agreement is in the transfer of appreciated property between the spouses in connection with a divorce and shall not be a sale or exchange or other disposition of property but is an equal division of property by co-owners.

The Parties further agree that they will file individual income tax returns.

7. NO INTERFERENCE CLAUSE AND PERMANENT RESTRAINING ORDER: each party shall be free from interference, authority and control direct or indirect by the other, as fully as if he or she were single and unmarried. Neither shall molest the other nor compel or endeavor to compel the other to cohabitate or dwell with him or her.

Each party shall be permanently ENJOINED AND RESTRAINED from coming about or telephoning the other for the purposes of physical abusing, threatening, cursing, harassing, harming or intimidating the other in any manner whether at their residence, workplace or any place they might be.

8. TRIAL: it is agreed that the Husband shall not be obligated to file an answer or countercomplaint for the purposes of allowing the Wife to proceed to a final hearing upon this Court's uncontested docket upon the grounds of irreconcilable differences only.

9. ATTORNEY'S FEES AND COURT COSTS: each party shall be responsible for his/her own attorney's fees without contribution from the other spouse.

The court costs incurred in connection with this matter shall be paid by the Husband and Wife equally.

10. ENFORCEMENT PROVISIONS: in the event that either party has to petition this Honorable Court for the enforcement of any of the provisions of this Marital Dissolution Agreement, then the party at fault shall be responsible for the reasonable attorney's fees, litigation expenses, discretionary costs and the court cost of the enforcement of same.

11. **SEPARATE MAINTENANCE/ALIMONY**: the Parties agree that no separate maintenance, alimony or otherwise shall be paid to or by the Husband and/or Wife.

12. **PENSION BENEFITS**: each party shall be awarded sole and exclusive possession of their own pension benefit plans, annuities, IRA's, 401(k) Plans, Social Security Benefits or any other type of retirement plan free and clear of any claims from the other spouse.

13. **ADDITIONAL INSTRUMENTS**: both Parties agree to sign any and all deeds, titles, documents or other instruments necessary to carry out the full intent of this Marital Dissolution Agreement.

14. **COMPLETE UNDERSTANDING**: it is further understood that this Marital Dissolution Agreement is intended to be the final settlement of all property rights between the Parties and shall be a discharge of all rights arising out of their mutual relationship as Husband and Wife. Each party hereby waives and relinquishes to the other all rights or claims that they may have or hereinafter acquire under the law of any jurisdiction on the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, the right to take against the other's estate, inheritance, dissent or distribution, or the right to act as administrator or executor of the other's estate, and this Marital Dissolution Agreement shall apply to all property now owned by the Husband and/or Wife or to any property that either of them shall acquire in the future.

This Marital Dissolution Agreement shall be binding upon and incur to the benefit of the Parties hereto, their personal representatives, heirs and assigns.

It is further understood and agreed between the Parties that this Marital Dissolution Agreement is being entered into without undue influence, fraud, coercion, misrepresentation or for any reason not hereinafter stated.

The provisions of this Marital Dissolution Agreement and its legal effect are fully known by each of the Parties and each party acknowledges that it is a fair and equitable agreement being entered into voluntarily.

This Marital Dissolution Agreement contains the entire

understanding of the Parties and there are no representations, warranties, covenances or undertakings other than those which are expressly set forth herein.

The Parties acknowledge and understand that they have sought independent income tax advice regarding the tax ramifications of this Marital Dissolution Agreement and that attorney James G. King has not indicated any expertise in the tax area nor has he advised his client regarding any tax consequences arising out of this Marital Dissolution Agreement.

The Parties agree that this Marital Dissolution Agreement, subject to Court Approval, shall be incorporated in and made part of any Final Decree of Divorce which may be entered into hereafter.

IN WITNESS WHEREOF, the Parties have executed this instrument on the 23rd day of February, 1996 at Nashville, Tennessee.

KRISTINE MARIE WILKINSON

JEFFERY ROBERT SMITH

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

BOOK 10124 PG 529

On this the 20th day of February, 1996, before me a Notary Public in and for said County and State, appeared the within named **KRISTINE MARIE WILKINSON**, with whom I am personally acquainted, stating that she has read the aforestated Marital Dissolution Agreement and is signing it for the purposes contained therein.

Sworn and subscribed before me on this the 20th day of February, 1996.

Sharon E. Brown
NOTARY PUBLIC

My Commission Expires: 7-24-99

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

On this the 23rd day of February, 1996, before me a Notary Public in and for said County and State, appeared the within named **JEFFERY ROBERT SMITH**, with whom I am personally acquainted, stating that he has read the aforestated Marital Dissolution Agreement and is signing it for the purposes contained therein.

Sworn and subscribed before me on this the 23rd day of February, 1996.

Sharon E Brown
NOTARY PUBLIC

My Commission Expires: 7-24-99

The addresses of the parties are as follows:

Kris Wilkinson
1705 Portland Ave. #8
Nashville, TN 37212

Jeffrey Robert Smith
204 Theodore Road
Nashville, TN 37214

The costs are taxed one half to each party, for which execution may issue if necessary.

ENTER this 26th day of June, 1996.

MURIEL ROBINSON, Judge

APPROVED FOR ENTRY:

JAMES G. KING, BPR #17439
176 Second Avenue, North
Suite 503
Nashville, TN 37201
(615) 255-7530

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing this date has been forwarded first class mail, postage prepaid to Jeffrey Robert Smith, Husband, 204 Theodore Road, Nashville, TN 37214, this 25th day of June, 1996.

JAMES G. KING

BOOK 10124 PG 531

STATE OF TENNESSEE

I, **RICHARD R. ROOKER**, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 26 day of JUNE , 19 96 , in the Case Number 96D410 between WILKINSON, KRISTINE MARIE Plaintiff, and SMITH, JEFFERY ROBERT Defendant, as same remains of record in Book 258B , Page 1265 of the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 03 day of JULY in the year one thousand nine hundred and ninety-six and in the 220th year of American Independence.

RICHARD R. ROOKER, Clerk,

By _____ Deputy Clerk

SEAL

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PICK-UP

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FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

0204711

IDENTIFICATION REFERENCE